



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 16, 2009

IN REPLY PLEASE

REFER TO FILE: EP-2

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT NO. 1 TO WASTE PLAN CONFORMANCE AGREEMENT
FOR SUNSHINE CANYON LANDFILL
(SUPERVISORIAL DISTRICTS 3 AND 5)
(3 VOTES)**

SUBJECT

Request for approval of Amendment No. 1 to the Waste Plan Conformance Agreement, entered into by the County of Los Angeles and Browning-Ferris Industries, Inc., on June 25, 1996, for the Sunshine Canyon Landfill. The amendment requires Browning-Ferris Industries, Inc., to provide year-round waste tire and bulky items drop off programs at the Landfill and semiannual clean up campaigns for adjacent unincorporated communities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that, in connection with the Sunshine Canyon Landfill, your Board previously certified the Final Environmental Impact Report and Addendum to the Final Environmental Impact Report, and that for the purpose of this action, your Board is relying on said previously certified environmental documents.
2. Approve and delegate authority to the Director of Public Works, or her designee, to execute the Amendment between the County of Los Angeles and Browning-Ferris Industries, Inc., owner and operator of the Sunshine Canyon Landfill.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 6, 2007, your Board adopted the Replacement Conditional Use Permit (RCUP) No. 00-194-(5) for the Sunshine Canyon Landfill, which allows for a Combined City/County Landfill and replaces the original Conditional Use Permit No. 86-312-(5). Condition 25 of the RCUP and Part II of the Implementation and Monitoring Program of the RCUP require the Waste Plan Conformance Agreement, entered into by the County of Los Angeles and Browning-Ferris Industries, Inc., on June 25, 1996, be amended to be made consistent with the applicable Source Reduction and Recycling Elements of the County waste management plan. The Amendment (Attachment 1) is intended to satisfy those plans.

The Amendment expands the original Waste Plan Conformance Agreement to provide free year-round waste tire and bulky item drop-off programs and semi-annual cleanup campaigns to adjacent unincorporated communities. The programs and campaigns are designed to divert and recover recyclable materials, and collectively reduce illegal dumping in these unincorporated communities.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1) and Community Services (Goal 6). Adoption of the subject Amendment will allow the County to enhance the quality of life for residents and businesses in the unincorporated areas by providing for the acceptance by Browning-Ferris Industries, Inc., of up to four waste tires and one bulky item per residence per year and up to one ton of residential trash per residence per cleanup campaign, free of charge. These requirements will divert and recover recyclable materials and prevent illegal dumping.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The estimated annual cost for this service is \$20,000, which is included in the Fiscal Year 2009-10 Proposed Solid Waste Management Fund. Public Works is responsible for the cost of advertising and promoting the cleanup campaigns while Browning-Ferris Industries, Inc., is responsible for funding the implementation of the programs and campaigns.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached Amendment satisfies the requirements of the Mitigation Monitoring Program, Part II, of the RCUP No. 00-194-(5), as adopted by your Board on February 6, 2007. This Amendment has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

In 1993 your Board certified the Final Environmental Impact Report for the original Conditional Use Permit No. 86-312-(5) and subsequently, in 1996 approved the Waste Plan Conformance Agreement for the Sunshine Canyon Landfill. On February 6, 2007, your Board certified the Addendum to the Environmental Impact Report and found that it, in conjunction with the 1993 Environmental Impact Report and the 1999 City Supplemental Environmental Impact Report, adequately addresses the environmental impacts of the RCUP.

The recommended action is within the scope of the project in the previously certified environmental documents.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Amendment will allow the County to implement programs to enhance the quality of life for its residents and businesses by reducing illegal dumping.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Environmental Programs Division.

Respectfully submitted,



in GAIL FARBER
Director of Public Works

GF:LL:ca

Attachment

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office
Department of Regional Planning (Bruce McClendon)

**AMENDMENT NO. 1 TO WASTE PLAN CONFORMANCE
AGREEMENT-SUNSHINE CANYON LANDFILL**

AMENDMENT #1 TO WASTE PLAN CONFORMANCE AGREEMENT –
SUNSHINE CANYON LANDFILL

THIS FIRST AMENDMENT TO WASTE PLAN CONFORMANCE AGREEMENT ("Amendment") is made and entered into as of this _____ day of _____, 200__ by and between the County of Los Angeles, a subdivision of the State of California (the "County"), and Browning-Ferris Industries of California, Inc., a California corporation ("BFI") (hereinafter together referred to as "Party" or "Parties").

RECITALS

This Amendment is made with references to the following facts:

- A. On June 25, 1996, the Parties entered into that certain Waste Plan Conformance Agreement (the "Original Agreement") required by that certain Conditional Use Permit No. 86-312-(5) (the "Original CUP").
- B. BFI applied for a new revised conditional use permit and related land use entitlements to modify and supersede the Original CUP, among other things, to allow BFI greater tonnage capacity at the County Landfill (as defined in the Original Agreement).
- C. On February 6, 2007, the Los Angeles County Board of Supervisors (the "Board") acted, among other things, to approve that certain replacement Conditional Use Permit No. 00-194-5 (the "R-CUP") to replace the Original CUP.
- D. Condition 25 of the R-CUP and Part II of the Implementation and Monitoring Program of the R-CUP require that the Original Agreement be amended to be made consistent with the applicable Source Reduction and Recycling Elements of the County waste management plan.
- E. This Amendment is intended to satisfy the above requirements.

NOW THEREFORE, the Parties agree as follows:

- 1. Except as provided below, the Original Agreement will remain in its current form, remain in full force and effect, and is hereby reaffirmed by the Parties.
- 2. Exhibit B of the Original Agreement, entitled the "Waste Diversion and Recycling Plan" ("Exhibit B") is hereby modified as follows :

- A. Section 5 of Exhibit B is hereby deleted in its entirety and replaced with the following provision:

5. Waste Tire Program. BFI will provide a non-commercial waste tire program for residents of the County of Los Angeles. Under such program, BFI will accept at the City/County Project pick-up truck and passenger vehicle tires from residents within the County of Los Angeles free of charge at a minimum up to four (4) tires per residence per year. BFI will not dispose of these tires at the City/County Project; rather, BFI will recycle, process, and/or dispose of the tires at the Azusa Land Reclamation Facility (the "Azusa Facility") for recycling and reuse when feasible, or, if not recyclable, for further processing prior to disposal. BFI shall have the option to deliver the tires to any licensed facility other than the Azusa Facility that performs similar tire processing or disposal.

- B. Section 8 of Exhibit B is hereby deleted in its entirety and replaced with the following provision:

8. Receipt of Bulky Items. BFI shall accept bulky items delivered to the City/County Project by residents of the County of Los Angeles. The bulky items will be accepted free of charge at a minimum rate of one (1) bulky item per residential customer per year. Bulky items include household furniture, furnishings, or appliances, including white goods and mattresses.

- C. Exhibit B of the Original Agreement, entitled the "Waste Diversion and Recycling Plan" ("Exhibit B") is hereby modified to add the following provision:

13. Cleanup Program. BFI will conduct semi-annual cleanup campaigns to encourage County of Los Angeles residents to properly dispose of waste they generate. The campaign will consist of at minimum one day when residents may bring residential trash to the City/County Project, free of charge, at a minimum up to one ton per residence. The Department of Public Works of the County (the "Department"), in consultation with BFI, shall be responsible for the advertisement and promotion of the cleanup campaign in the communities surrounding the City/County Project. BFI shall notify the Department at least 90 days prior to the date of each cleanup campaign day and/or event and shall work with the Department in developing the campaign flyers to

ensure their effectiveness. BFI will evaluate this program annually and provide to the Department an annual report containing a specific description of the campaign and its results. Following each annual report, BFI will institute the Department's recommendations with changes to improve the effectiveness of the campaign.

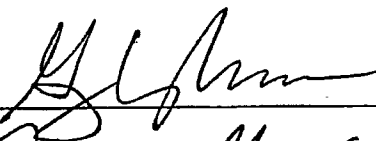
3. The Waste Tire, Bulky Items, and Cleanup programs described above shall be limited to the following unincorporated communities: The western portion of Sunland (including Kagel Canyon, Lopez Canyon, and Little Tujunga Road), West Chatsworth, Westhills, Oat Mountain, Twin Lakes, and Lake Manor, as shown in Figure 1 (attached). These areas may be revised based on mutual agreement of the Department and BFI.
4. BFI will provide quarterly status reports to the Department, in a form approved by the Department, on the implementation and effectiveness of each program required under "Exhibit B".
5. Unless defined herein or unless provided otherwise, all defined terms in this Amendment shall have the meaning ascribed in the R-CUP.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by the respective officers thereunto authorized as of the date first above written.

ATTEST:

BROWNING-FERRIS INDUSTRIES OF
CALIFORNIA, INC.

By

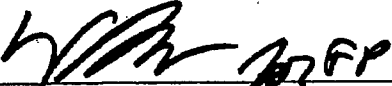

General Manager
Name and Title

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

COUNTY OF LOS ANGELES

By

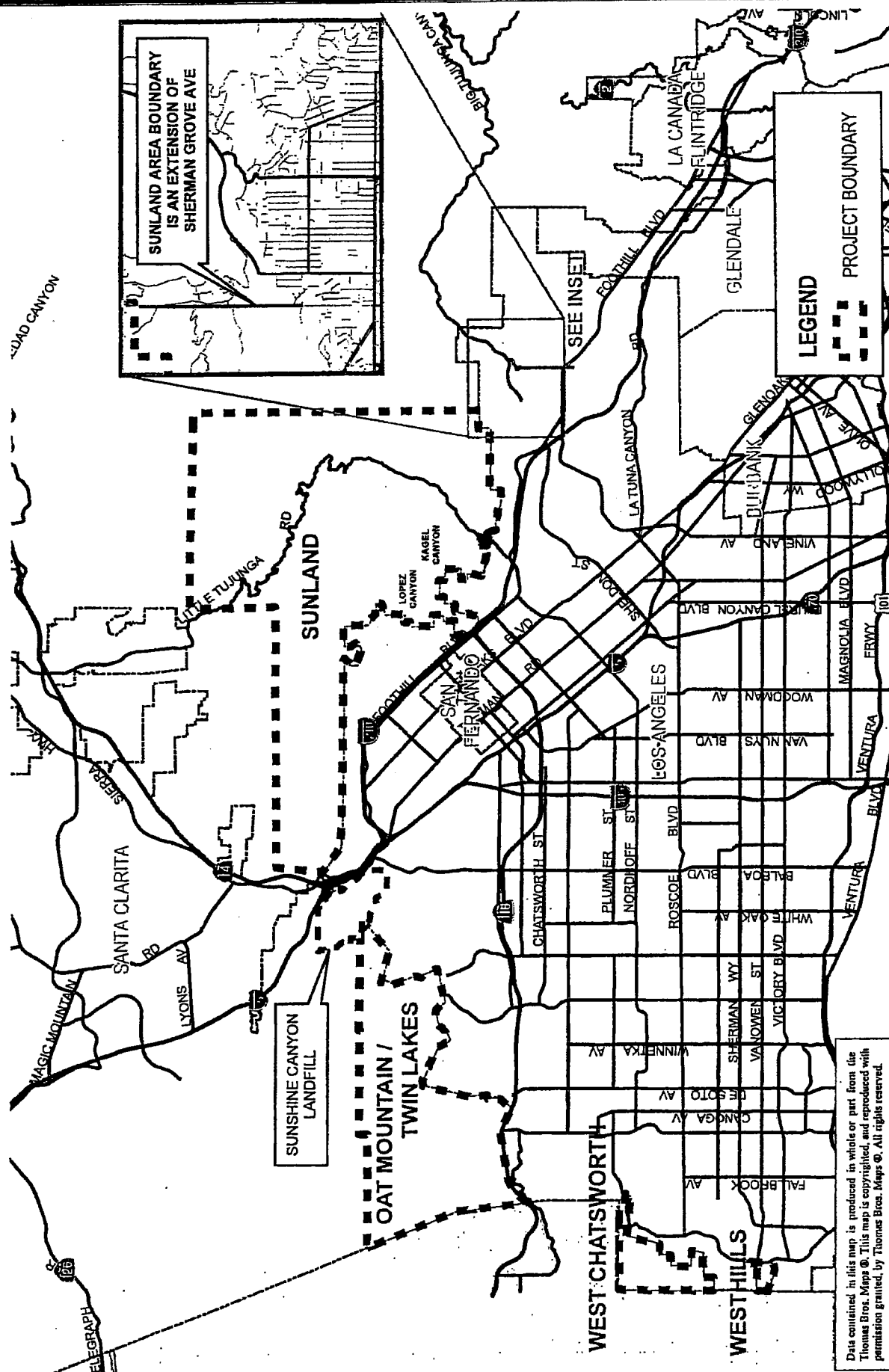

Frederick Pfaeffle
Principal Deputy County Counsel

By


Gail Farber
Director, Department of Public Works



UNINCORPORATED AREAS OF SUNLAND / KAGEL CANYON / LOPEZ CANYON
WEST CHATSWORTH / WESTHILLS / OAT MOUNTAIN / TWIN LAKES / LAKE MANOR



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WASTE PLAN CONFORMANCE AGREEMENT

THIS WASTE PLAN CONFORMANCE AGREEMENT (this "Agreement") is made and entered into as of the 25th day of June, 1996, by and between the County of Los Angeles, a public entity of the State of California (the "County"), and Browning-Ferris Industries of California, Inc., a California corporation ("BFI") (hereinafter together referred to as "Party" or "Parties").

R E C I T A L S

This Agreement is made with reference to the following facts:

A. BFI owns approximately 1,036 acres of land located adjacent to and southwest of the interchange of the I-5 (Golden State) and Route 14 (Antelope Valley) Freeways in an area known as Sunshine Canyon. The land is divided between the City of Los Angeles, about 494 acres in area, and unincorporated territory of the County of Los Angeles, about 542 acres in area. BFI is the owner of a Class III nonhazardous solid waste landfill previously in operation on BFI's property within the City of Los Angeles (the "City Landfill").

B. BFI applied for a conditional use permit and related land use entitlements to extend the landfilling into the unincorporated territory of the County of Los Angeles (the "County Landfill"). The County Landfill extension area encompasses approximately 542 acres, including a 215-acre landfill footprint, and is expected to provide for an average daily solid waste disposal intake of approximately 6,000 tons (the "Project"). A legal description of the County Landfill is attached hereto as Exhibit "A."

C. On November 30, 1993, the Los Angeles County Board of Supervisors (the "Board") approved the Project by, among other measures, certifying the Sunshine Canyon Landfill Extension Final Environmental Impact Report, State Clearinghouse No. 89071210 (the "FEIR"); approving and adopting Compound Plan Amendment 90-2-(5) and Sub-Plan Amendment 86-312-(5); and approving and issuing Conditional Use Permit and Oak Tree Permit 86-312-(5) (together, the "CUP") and related documents (collectively, the "Project Approvals").

weighed for gross weight and, when leaving, shall be weighed to establish the tare weight.

(b) BFI shall provide a scale capable of weighing diverted materials, including, but not limited to, recyclable green waste, chippable wood materials, and rock and rubble. Green waste and wood waste loads will be directed to their respective processing areas for handling in accordance with the Waste Diversion and Recycling Plan, attached hereto as Exhibit "B," as said Plan may be amended from time-to-time by written agreement of the Department and BFI. Rock and rubble shall either be directed to a storage area or to development areas for reuse on roads and drainage control systems as described in the attached Waste Diversion and Recycling Plan, as amended. BFI shall divert all of the loads that are qualified for such uses to reduce the amount of buried waste.

(c) BFI shall account for all diverted materials that are sold and taken off-site or reused on-site using weight measurement procedures.

(d) Subject to the availability of appropriate hardware and software, electronic recording devices may be used to document weights and other records.

2. Maximizing Available Fill Capacity. During the term of the CUP, BFI shall research and develop programs acceptable to the Department and the County Department of Health Services ("DOHS") intended to maximize utilization of the available fill capacity of the County Landfill. The research activities shall include a feasibility study on compaction methods, diversion or reduction of high volume/low density materials, reduction in the volume of daily cover, and utilization of green waste materials for cover purposes. The study should include recommendations for implementation of those methods determined to be feasible. BFI shall implement those recommended methods that the County determines in writing to be necessary. Subject to the results of the feasibility study, and, as a minimum, the following shall be implemented:

(a) Compaction Methods:

(i) BFI shall develop and implement those compaction methods using the best available control technology to make the best possible use of air space.

(ii) BFI shall study the use of earth surcharging on completed fill cells to accelerate the

technologically feasible and acceptable by regulatory agencies.

(ii) As appropriate, BFI shall use green waste as an amendment to the final cover for the City Landfill and ultimately, as an amendment to final cover for the County Landfill.

(iii) BFI shall divert green waste for other uses on the Property, including erosion and fire control and soil amendment, as permitted by the appropriate regulatory agencies; and for resale/reuse by off-site composting companies.

3. Waste Diversion and Recycling Programs.

Commencing with the effective date of the County Landfill operation and during the term of the CUP, BFI shall use its best efforts to implement and conform with the requirements thereunder and under the cities in Los Angeles County and County Source Reduction and Recycling Elements ("SRREs") for waste diversion and recycling programs by implementing the attached Waste Diversion and Recycling Plan.

4. Documentation and Inspection of Records.

During the term of the CUP, BFI shall maintain records to document the weight of waste received, diverted and recycled. BFI shall also document tonnage and compliance with all waste restrictions imposed by the conditions of grant of the CUP. BFI shall further document the composition and origin of waste in accordance with the requirements stipulated in the Task Force's Finding of Conformance and/or by maintaining those records the County reasonably determines in writing to be necessary to develop waste management plans. All such records shall be available at the County Landfill for inspection by the Local Enforcement Agency and authorized representatives of the Department, Regional Planning and the County Treasurer and Tax Collector during normal business hours. Such records shall also be routinely forwarded to such agencies upon request.

5. Arbitration of Disputes. All claims, disputes and other matters in question between the County and BFI arising out of or relating to this Agreement or any other matter relating to the subject matter hereof shall be decided by arbitration. The Parties hereto shall have the right to take discovery in accordance with the Federal Rules of Civil Procedure. Any and all demands to arbitrate shall be filed promptly and in any event prior to the expiration

contained herein shall not in any way be affected or impaired thereby.

6.5 Governing Law. This Agreement shall be construed in accordance with and governed by the substantive laws and not the conflicts of laws of the State of California.

6.6 Notices. All notices and communications hereunder shall be given by hand delivery, with a receipt being obtained therefor, or by United States certified or registered mail. Notices and communications hereunder shall be effective when received and shall be sent to the following addresses (or to such other addresses of such either Party hereto notify the other Party in accordance herewith):

If to County, to: County of Los Angeles
Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803-1331
Attention: Director of Public Works

with copies to: County of Los Angeles
Office of the County Counsel
648 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California 90012
Attention: Public Works Division

If to BFI, to: Browning-Ferris Industries of
California, Inc.
14747 San Fernando Road
Sylmar, California 91342
Attention: Mark Clinker

with copies to: Mark Koorenney, Esq.
Assistant Regional Counsel
Browning-Ferris Industries of
California, Inc.
9188 Glenoaks Boulevard, 3rd Floor
Sun Valley, California 91352

6.7 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one document, and shall become effective when copies hereof which, when taken together,

BROWNING-FERRIS INDUSTRIES OF
CALIFORNIA, INC.

By: [Signature]
Regional Vice President



COUNTY OF LOS ANGELES

By: Mike Antonovich
Chairman, Board of Supervisors

ATTEST:

JOANNE STURGES
Executive Officer-Clerk
of the Board

By: [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

DE WITT W. CLINTON
County Counsel

By: [Signature]
Deputy

784

JUN 25 1996

Joanne Sturges
JOANNE STURGES
EXECUTIVE OFFICER

BFI COUNTY LANDS
EXTENSION PARCEL
PAGE 2

THENCE N. 39° 04' 33" E., A DISTANCE OF 195.07 FEET;

THENCE N. 80° 06' 22" E., A DISTANCE OF 224.86 FEET TO THE BEGINNING OF A
CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 185.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 120° 45' 59",
AN ARC DISTANCE OF 389.94 FEET;

THENCE N. 40° 39' 36" W., A DISTANCE OF 152.17 FEET;

THENCE N. 63° 35' 07" W., A DISTANCE OF 150.13 FEET;

THENCE N. 28° 21' 57" W., A DISTANCE OF 234.74 FEET;

THENCE N. 48° 50' 47" W., A DISTANCE OF 284.91 FEET;

THENCE N. 11° 22' 12" W., A DISTANCE OF 256.59 FEET;

THENCE N. 03° 45' 06" E., A DISTANCE OF 195.01 FEET;

THENCE N. 13° 13' 52" W., A DISTANCE OF 157.30 FEET;

THENCE S. 78° 41' 25" W., A DISTANCE OF 111.54 FEET;

THENCE N. 00° 41' 40" E., A DISTANCE OF 75.20 FEET;

THENCE N. 23° 42' 41" W., A DISTANCE OF 274.25 FEET;

THENCE N. 04° 23' 07" W., A DISTANCE OF 149.00 FEET;

THENCE N. 08° 52' 51" E., A DISTANCE OF 103.32 FEET;

THENCE N. 36° 52' 13" W., A DISTANCE OF 148.11 FEET;

THENCE N. 00° 28' 18" W., A DISTANCE OF 221.49 FEET;

THENCE N. 86° 35' 27" E., A DISTANCE OF 107.28 FEET;

THENCE N. 19° 26' 57" W., A DISTANCE OF 162.87 FEET;

BFI COUNTY LANDS
EXTENSION PARCEL
PAGE 4

FOLLOWING COURSES AND DISTANCES, S. 12° 18' 19" E., A DISTANCE OF 185.58 FEET;

THENCE N. 82° 00' 08" E., A DISTANCE OF 262.49 FEET;

THENCE S. 15° 59' 59" E., A DISTANCE OF 240.83 FEET;

THENCE N. 86° 56' 04" E., A DISTANCE OF 200.23 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN THE DEED TO GEORGIA W. BROWN, RECORDED FEBRUARY 2, 1973 AS INSTRUMENT NO. 2512 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE BOUNDARIES OF SAID LAND OF BROWN, THE FOLLOWING COURSES AND DISTANCES, S. 61° 49' 02" E., A DISTANCE OF 53.54 FEET;

THENCE S. 02° 14' 10" W., A DISTANCE OF 122.13 FEET TO THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "N. 61° 51' 32" W., A DISTANCE OF 496.48 FEET" IN PARCEL 3 IN LAST SAID DEED TO THE STATE OF CALIFORNIA;

THENCE ALONG SAID CERTAIN COURSE S. 62° 02' 40" E., A DISTANCE OF 270.02 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF LOT 79 OF TRACT NO. 9423, AS PER BOOK 133, PAGES 30 THROUGH 33 INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY;

THENCE ALONG SAID SOUTHEASTERLY LINE OF LOT 79, S. 37° 26' 05" W., A DISTANCE OF 37.66 FEET TO THE MOST WESTERLY CORNER OF LOT 69 OF SAID TRACT NO. 9423, LAST SAID POINT ALSO BEING IN THE NORTHEASTERLY LINE OF LOT 87 OF SAID TRACT NO. 9423;

THENCE S. 61° 48' 55" E., ALONG SAID NORTHEASTERLY LINE AND ALONG THE SOUTHWESTERLY LINE OF LOT 69 OF SAID TRACT NO. 9423, 167.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE OF SAID CURVE, THROUGH SAID POINT BEARS S. 86° 32' 02" W.;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 100° 20' 32", AN ARC DISTANCE OF 35.03 FEET;

THENCE S. 46° 18' 53" E., ALONG LAST SAID NORTHEASTERLY LINE OF LOT 87 AND

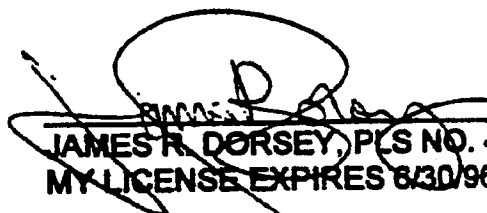
BFI COUNTY LANDS
EXTENSION PARCEL
PAGE 6

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE, S. 78° 02' 49" E., A DISTANCE OF 260.23 FEET TO A POINT IN THE NORTHWESTERLY LINE OF THE RANCHO EX MISSION DE SAN FERNANDO AND THE END OF THE HEREIN DESCRIBED LINE, LAST SAID NORTHWESTERLY LINE BEING THE COMMON BOUNDARY LINE BETWEEN THE COUNTY OF LOS ANGELES WITH THE CITY OF LOS ANGELES, LAST SAID POINT BEARS N. 47° 38' 40" E., ALONG LAST SAID NORTHWESTERLY LINE, A DISTANCE OF 3932.45 FEET FROM A 2 1/2" BRASS DISK MARKING THE SECTION CORNER COMMON TO FRACTIONAL SECTIONS 23 AND 24 WITH SAID NORTHWESTERLY LINE, AS SAID COMMON SECTION CORNER AND NORTHWESTERLY LINE ARE SHOWN ON COUNTY SURVEYOR'S MAP B-2666, SHEET A1 OF SHEET A3.

ALSO EXCEPT THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 23.

CONTAINING 607.998 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION
PREPARED BY:


JAMES R. DORSEY, PLS NO. 4253
MY LICENSE EXPIRES 6/30/96



- a. A dedicated scale;
- b. An accounting of recyclable wood waste and the filing of documents necessary for the acquisition of State waste diversion credits for the County for wood waste processed at the County Landfill or shipped off site; and
- c. Depending upon the marketability of processed wood waste or BFI's need therefor, lower-than-standard tipping fees for the receipt thereof.

4. Rock and Rubble Processing. BFI will perform rock and rubble processing for reuse on-site and for road construction, erosion control, and drainage armoring. BFI will explore outside uses for reuse of rock and rubble as well.

As incentives for the recycling of rock and rubble, BFI will provide the following:

- a. A dedicated scale;
- b. An accounting of recyclable rock and rubble and the filing of documents necessary for the acquisition of State waste diversion credits for the County for rock and rubble processed at the County Landfill or shipped off site;
- c. Depending upon the marketability of processed rock and rubble or BFI's need therefor, lower-than-standard tipping fees for the receipt thereof; and
- d. A policy under which no rock and rubble that is deemed capable of being recycled shall be disposed of in the County Landfill.

5. Tire Recycling. BFI will establish an area for the acceptance of tires, including a dedicated scale. Whole loads of tires will be immediately directed to BFI's Azusa Land Reclamation Facility, where tire processing will occur. Partial loads of tires will be collected in containers which, when full, will be directed to the Azusa Land Reclamation Facility for processing.

10. Waste Characterization. In accordance with reasonable requirements established by the Task Force, BFI will conduct waste characterization.

11. Monthly Monitoring Report. Commencing with the effective date of the County Landfill operation and during the term of the CUP, BFI shall submit monthly reports to the Department describing the status of the implementation of this Plan.

12. Plan Revisions. In accordance with Paragraph 6.2 of this Agreement, the provisions of this Plan may be modified or waived by written agreement of the Department and BFI.